

ANNUAL SOFTWARE LICENSING & MAINTENANCE AGREEMENT

This SOFTWARE LICENSING & MAINTENANCE AGREEMENT made and entered into between **Palatine Technology Group (PTG)** and **Lumpkin County Magistrate Court (Customer)** determines the obligations of PTG for the support and maintenance of Electronic Warrant Interchange Software (EWI).

1.

Services Provided by PTG – During the term of this Agreement, PTG shall perform the services described in Schedule “A” attached hereto and incorporated herein by reference to assist Customer in the maintenance and repair of the Electronic Warrant Interchange Software. Customer shall have access to the PTG help desk through telephone support service or by contacting technicians designated by PTG for EWI software. . If an on-site visit is required to restore software to proper working order, PTG will report to the Customer’s location within a reasonable time frame upon receipt of contact by Customer. In no event should the “reasonable time” exceed 8 business hours.

2.

Fees and Charges – In consideration of PTG’ performance of its obligations hereunder, Customer shall pay PTG the fees and charges set forth in Schedule “B”, attached hereto and incorporated herein by reference.

3.

Proprietary Rights and Licensing – PTG shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon.

The Customer acknowledge and agree that all of the computer programs and associated documentation (collectively, the "Software") are owned exclusively by PTG and is protected by copyright laws. While PTG continues to own the Software, customer will have certain rights to use the Software after acceptance of this license. Customer agrees that the price paid for the Software is a license fee granting you only the rights set forth in this License Agreement. This license governs any releases, revisions, or enhancements to the Software that PTG may furnish by their sole discretion. Customer rights and obligations with respect to the use of this Software license are as follows:

Customer may use the Software for each annual terms for which have paid the applicable fees. Upon the expiration of the current annual term, they will not be able to use the Software until the applicable fees for additional annual terms are paid. Customer may not copy or make any changes or modifications to the Software, and may not translate, decompile, disassemble, or otherwise reverse engineer the computer program(s). Customer may not lend, rent, lease or sublicense the Software or any copy to others for any purpose. Customer may not use each licensed copy of the Software on more than one computer and agree to use all reasonable efforts to protect the Software from unauthorized use, modification, reproduction, distribution or publication. Customer are not permitted to make any uses or copies of the Software that are not specifically

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authorized by the terms of this License Agreement, and PTG reserves all rights that are not expressly granted to Customer.

4.

Customer's Obligation – Customer shall provide PTG with all information, documentation and access to the Software and all equipment running the Software and all related telecommunication systems as PTG may require in order to perform the services set forth in Section 1 hereof. Customer shall designate to PTG an individual to serve as Customer's primary contact with PTG with respect to the services to be provided by PTG under this agreement. Such individual will have the knowledge to relate the technical aspect of Software problems to PTG and receive, interpret and apply remedial instructions from PTG. Customer will provide a remote access to EWI server, this method could be either via internet or call-in method using an standard modem.

5.

Negation of Warranty – PTG does not warrant the Software will meet or continue to meet the specifications or that any or all errors, malfunctions and defects can or will be corrected. All corrections, programs, information and services are provided on an "as is" basis, and there are no warranties, expressed or implied, including, but not limited to, any warranties of merchantability or fitness for particular purpose. The provisions of this paragraph shall not be construed to relieve PTG of any or all obligations arising under Paragraph "1" of this Agreement. PTG specifically agrees to exert its best efforts to correct any or all errors, malfunctions, or defects.

6.

No Infringement Indemnification – PTG shall have no liability to Customer for the infringement of any proprietary rights as a result of or related to this Agreement or to any services provided to Customer by PTG hereunder. Customer shall have no liability to PTG for the infringement of any proprietary rights as a result of or related to this Agreement.

7.

Limitation of Liability – PTG shall not be liable to Customer for any damages resulting from or related to the services performed by PTG hereunder, including, but not limited to, any loss of data or software, inability of PTG to correct any errors, malfunctions and defects in the Software, or delay of PTG in performing any services hereunder. In no event shall PTG be liable to Customer for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement, even if PTG has been advised of the possibility thereof, knew or should have known thereof. PTG's liability hereunder to Customer, if any shall in no event exceed the total of fees and charges paid to PTG under this Agreement by Customer.

8.

Term – The term of this Agreement shall commence on the **01st Jan 2011** and shall be in effect for a period of twelve months, unless sooner terminated as provided herein.

9.

Termination – This Agreement may be terminated upon the occurrence of one or more of the following events; provided, however, the terminating party shall have no liability to the other party for the exercise of any rights granted in this Section, or shall such exercise have the effect of waiving any rights, claims or damages to which the terminating party might be entitled: (i) by either party, if the other party is adjudicated bankrupt or seeks protection as a debtor, voluntarily or involuntarily, under any bankruptcy law; (ii) by PTG if Customer fails to pay the fees and charges due PTG hereunder; (iii) by either party if the other party is in default of any other provision of this Agreement, provided written notice of such alleged default has been given to the other party and such other party has not cured such default within 30 days after receipt of such notice. The failure of either party to exercise its rights of termination as provided herein shall not be deemed a waiver or limitation of the rights of such party to subsequently terminate this Agreement for any other or similar default.

10.

General

- A. Notices – All notices, which are required or may be given pursuant to the terms of this Agreement, shall be in writing or by a telecommunications device capable of creating a written record, i.e., facsimile machine. Any such notice shall become effective (i) upon personal delivery thereof, including, but not limited to, delivery by overnight mail and/or courier service, (ii) four days after it shall have been mailed by certified or registered first class mail, postage prepaid, return receipt requested, or (iii) in the case of notice by a telecommunications device, when properly transmitted in each case addressed to the party to be notified as follows:

If to the Customer:

If to PTG:

Palatine Technology Group
Attn: Mr. Edwin Mansoori
6355 Topanga Canyon Blvd. Suite 430
Woodland Hills, CA 91367
Tel. 800-610-7897
Fax 888-347-1281

If to Customer:

Judge Jeff Lowe
99 Court House Hill
Dahlonega, GA 30533
Telephone 706-864-7760

Or at such other address a party may from time to time designate in a notice to the other party.

- B. Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- C. Assignment – Customer may not assign or transfer this Agreement or Customer's rights and obligations hereunder without PTG's prior written consent. PTG may not assign or transfer this Agreement or Customer's rights and obligations hereunder without Customer's prior written consent.
- D. Law Applicable – This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
- E. Entire Agreement – This Agreement and the schedules attached hereto constitute the sole and entire agreement between the parties relating to the subject matter hereof.
- F. Waivers and Amendments – This Agreement may be amended, superseded, canceled, renewed or extended, and only a written instrument signed by each of the parties hereto or, in the case of waiver, by the party waiving compliance, hereof may waive the terms. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.
- G. Binding Effect – This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- H. Schedules and Exhibits Part of Agreement – The schedules referred to herein shall be deemed part of this Agreement as fully and effectively as if set forth herein.
- I. Severability – If any provision of this Agreement or the application thereof shall for any reason be invalid or unenforceable, such provision shall be limited only to the extent necessary in the circumstances to make such provisions valid and enforceable and its partial or total invalidity or unenforceability shall in any event not affect the remaining provisions of this Agreement which shall continue in full force and effect, provided any provision of this Agreement held to be invalid or unenforceable is not essential to the parties receiving the economic benefit contemplated by this Agreement.

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J. Time is of the Essence – Time is of the essence of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by an officer thereunto duly authorized as of the 12.10.10.

Edwin F. Mansoori

(Print Name)



(Signature)

President

(Title)
Palatine Technology Group

(Print Name)

(Signature)

(Title)

Schedule "A"

Customer shall have access to the PTG help desk through telephone support service or by contacting technicians designated by PTG Electronic Warrant Interchange Software 7x24x365. If the problem can not be resolved remotely the customer will be notified and a technician will be dispatched to the location next business day. If the problem is as result of customer operating system upgrade, Computer Viruses and Hardware issues, the customer account will be charged at 175.00 per hour with minimum of 2 hours.

The Following Items are not covered under this contract.

Hardware Maintenance and trouble shooting

Hardware Upgrade and failure

Operating systems upgrades

Server recovery and rebuilt of the operating system

Customization to software codes that are specifically requested by customer and are not as a part of standard release, all changes to existing forms and legal code sections are covered under this contract.

Schedule "B"

Telephone Support for Electronic Warrant Interchange Software at the following locations:

Lumpkin County Magistrate Court
Lumpkin County EWI Management Server

Total	2500.00
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